Subject: File 2025-64274-I - Submission #7 – Refusal to Compromise as Evidence of Sincerity

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Submission #7 – Refusal to Compromise as Evidence of Sincerity
File 2025-64274-I
December 13, 2025
Registrar and parties,

The applicant's refusal to alter core tenets of the creed—such as the use of the name "JESUS CHRIST" in publishing—despite permanent economic and personal consequences is the strongest possible evidence of subjective sincerity.

The Supreme Court of Canada in *Syndicat Northcrest v. Amselem*, 2004 SCC 47, at para. 50, established that sincerity is assessed by the believer's genuine adherence, not by conformity to external norms. The Court emphasized that accommodation must respect the individual's right to manifest belief without forced compromise, even if the practice appears unconventional to others.

This principle was reaffirmed in *Multani v. Commission scolaire Marguerite-Bourgeoys*, 2006 SCC 6, where the Court held that requiring a Sikh student to remove his kirpan would compel compromise of a core religious practice, violating freedom of religion under s.2(a) of the Charter. The refusal to compromise was treated as proof of sincerity, not obstinacy.
In *Trinity Western University v. Law Society of Upper Canada*, 2018 SCC 33 (majority and dissenting opinions), the Court grappled with institutional refusal to compromise on creed-based policies. The majority noted that forcing alteration of sincerely held beliefs to gain professional recognition constitutes discrimination, while the dissent reinforced that minority religious communities cannot be required to abandon core tenets for societal approval.

Lower tribunals have consistently followed this line. The HRTO in *R.C. v. District School Board of Niagara*, 2013 HRTO 1383, protected a non-mainstream spiritual practice without requiring the applicant to moderate or conceal it, finding refusal to compromise indicative of sincerity.
The Ontario Court of Appeal in *Ontario Human Rights Commission v. Christian Horizons*, 2010 ONSC 2105 (Div Ct), upheld protection for creed-based practices that conflicted with workplace norms, noting that compelled change of belief manifestation amounts to discrimination.

International precedent aligns. The European Court of Human Rights in *Eweida v. United Kingdom* (2013), no. 48420/10, protected an employee's refusal to remove a cross, finding that requiring compromise of visible religious symbols violates Article 9 of the Convention.
The UN Human Rights Committee in *General Comment No. 22* on Article 18 of the ICCPR (1993) states that freedom of religion includes the right to manifest belief without coercion to alter practices, and refusal to do so evidences sincerity.

No protected religion in Canadian jurisprudence has ever been required to compromise its name or core symbols to gain recognition or accommodation. To impose such a requirement on this minority creed would establish discriminatory treatment under s.1 of the Code.
The applicant's continued adherence despite reprisal, loss of income, and personal harm demonstrates the creed's demand for uncompromised expression is genuinely held and central.

Respectfully submitted,
Brendan S. Rose

Applicant (self-represented)